

Mark Version of Amended Claims

5. (Amended) The device according to Claim [4] 22, wherein said plurality of openings are symmetrically disposed throughout said planar top surface.

6.(Amended) The device according to Claim [4] 22, wherein said plurality of openings are arranged in linear rows and columns.

7. (Amended) The device according to Claim [4] 22, wherein said plurality of openings are slots that enlarge when said [grid cover] planar top surface is stretched.

8. (Amended) The device according to Claim [1] 22, wherein said [elastomeric material] planar top surface is translucent.

9. (Amended) The device according to Claim [1] 22, wherein said planar top surface [grid cover] has a circular peripheral shape.

10. (Amended) The device according to Claim [1] 22, wherein said planar top surface [grid cover] has a polygonal peripheral shape.

11. (Amended) An assembly, comprising:  
a container having an open top end with a predetermined maximum width;  
an elastomeric cover element for covering said open top end, [wherein] said cover element having an unstretched width that is smaller than said maximum width of said open top end [and] wherein said cover element must be elastically stretched to a stretched width greater than said maximum width of said open top end to cover [stretched over] said open top end [,said cover element defining]; and  
a plurality of openings defined in said cover element [therethrough].

12. (Amended) The assembly according to Claim 11, wherein said open top end of said container is not symmetrical and said cover element conforms to the open top end of the [vase] container when engaged with the open top of the [vase] container.

13. The assembly according to Claim 11, wherein said cover element has a planar top surface and a peripheral wall that extends downwardly from said planar top surface.

14. (Amended) The assembly according to Claim 13, wherein said plurality of openings are arranged in linear rows and columns on said planar top surface.

15. The assembly according to Claim 13, wherein said plurality of openings are slots that enlarge when said cover element is stretched.

16. The assembly according to Claim 11, wherein said cover element is translucent.

17. The assembly according to Claim 11, wherein said cover element has a circular peripheral shape.

18. The assembly according to Claim 11, wherein said cover element has a polygonal peripheral shape.

19. (Amended) A method of preparing a vase for a floral arrangement, wherein the vase has an open top with a maximum width at least one point, said method comprising the steps of:

providing an elastomeric cover, containing a plurality of openings therein, said elastomeric cover having a width that is less than said maximum width of said vase;

stretching said elastomeric cover over said open top of said vase,

wherein said width of said elastomeric cover elastically increases to a width greater than that of said vase and engages said vase around said open top

[; inserting elements of a floral arrangement through said plurality of openings and into said vase].

20. (Amended) The method according to Claim 19, wherein said cover has a planar top surface and a peripheral wall that extends downwardly from said planar top surface, wherein said plurality of openings are arranged in linear rows and columns on said planar top surface.

21. (New) The method according to Claim 19, further including the step of inserting elements of a floral arrangement through said plurality of openings and into said vase.

22. (New) A floral arrangement cover for a vase, wherein the vase has an open top, said cover comprising:

an elastic planar top surface in which are defined a plurality of openings;  
an elastic peripheral wall that extends downwardly from said planar top surface,  
said elastic planar top and said elastic peripheral wall being elastically stretchable to a stretched size where said peripheral wall can receive the open top of the vase therein and said elastic planar top spans the open top of the vase, wherein said peripheral wall engages the vase around the open top by contracting around the open top.

## **REMARKS**

Claims 1 - 20 were pending in this application.

Claims 1 - 20 were rejected.

Claims 1 – 4 have been deleted.

Claims 5-12, 14 and 19 have been amended.

Claims 21 and 22 have been added to the Application.

### **I. 35 USC 102 Rejections**

The Examiner has rejected Claims 1-7, 9-15 and 17-20 under 35 USC 102(e) as being clearly anticipated by U.S. Patent No. 6,189,261 to Helgeson.

The rejected claims contained three independent claims, which were Claim 1, Claim 11 and Claim 19.

Claim 1 has been deleted. The rejections that were directed to Claim 1 have therefore become moot.

### **Claim 11**

Claim 11 of the present application sets forth an assembly. The claimed assembly includes a container. The container has an open top end of a predetermined maximum width. Also claimed as part of the assembly is an elastomeric cover element that is used to cover the open top end of the container. The cover element has an unstretched width that is smaller than the maximum width of the container's open top end. As such, the cover element must be elastically stretched into a stretched width that is greater than the maximum width of open top end of the container to cover the open top end of the container. A plurality of openings are defined in the cover element. The openings are used to arrange flowers once the cover element is stretched over the open top end of the container.

The claimed structure of Claim 11 is not anticipated by the Helgeson patent.

**The Helgeson patent** discloses a grid made from "fabric-coated flexible wires" that are placed over the open end of a container. (See abstract of Helgeson) The wires are bent around the lip of the container to hold the grid in place.

As applied to the wording of Claim 11, the Helgeson patent does not disclose an elastomeric cover element. The examiner seems to be confusing the term “flexible” with “elastomeric”. In the Helgeson patent, the cover is made from metal wires. Metal wires are flexible but they are in no manner elastomeric. According to Webster’s Unabridged Dictionary, “elastomeric” means “having the properties of an elastomer, such as rubber. Having resilient elastic properties”.

Wire is flexible but it does not have “the properties of an elastomer, such as rubber”. Furthermore, metal wire certainly does not have “resilient elastic properties”. Accordingly, the metal wire grid of the Helgeson patent cannot be considered to be an “elastomeric cover element”.

Claim 11 also claims a cover element having an unstretched width that is smaller than the width of the container it is to cover. As such, the cover element must be stretched to a wider width that can receive the top of the container.

The Helgeson patent discloses a wire grid. The wire grid has one set width that is larger than the opening of the container it covers. The wire grid cannot be stretched to cover a container that is larger than the wire grid.

Accordingly, it is clear that the Helgeson patent does not disclose the matter contained in Claim 11 of the present application. The 35 USC 102 rejection for Claim 11 and its dependent claims should therefore be withdrawn.

#### Claim 19

Claim 19 sets forth a method of preparing a vase for a floral arrangement. The method includes providing an elastomeric cover that contains a plurality of openings. The elastomeric cover, however, has a width that is less than the maximum width of vase it is to cover. The elastomeric cover is stretched over the open top of the vase, wherein the width of said elastomeric cover is elastically increased to a width greater than that of the open top of the vase.

As has been previously stated, the Helgeson patent does not disclose an elastomeric cover. As such, it does not disclosed the method step of providing an elastomeric cover. Furthermore, the Helgeson patent does not disclose the method step of stretching an undersized cover into a larger shape that can be placed over the open end of a vase. Rather, the Helgeson patent discloses a wire grid. The wire grid has one set width that is larger than the opening of the container it covers. The wire grid cannot be stretched to cover a container that is larger than the wire grid.

Accordingly, it is clear that the Helgeson patent does not disclose the matter contained in Claim 19 of the present application. The 35 USC 102 rejection for Claim 19 and its dependent claims should therefore be withdrawn.

#### Claim 22

Claim 22 is a new claim that sets forth a floral arrangement cover for a vase. The claimed cover has an elastic planar top surface in which are defined a plurality of openings. An elastic peripheral wall extends downwardly from the planar top surface. Both the elastic planar top and the elastic peripheral wall are elastically stretchable to a stretched size where the peripheral wall can receive the open top of the vase therein. Once placed around the vase, the elastic planar top spans the open top of the vase and the peripheral wall engages the vase by contracting around its open top.

The Helgeson patent does not disclose a vase cover with an elastic top surface. The Helgeson patent does not disclose a vase cover with an elastic peripheral wall. Lastly, the Helgeson patent does not disclose a vase cover that is stretched over a vase and engages the vase by contracting around the top of the vase.

Accordingly, the matter of Claim 22 and its dependent claims is clearly distinguishable over the Helgeson patent.

**The Examiner has rejected Claims 1-7, 9-15 and 17-20 under 35 USC 102(e) as being clearly anticipated by U.S. Patent No. 5,142,820 to Aquino.**

The rejected claims contained three independent claims, which were Claim 1, Claim 11 and Claim 19.

Claim 1 has been deleted. The rejections that were directed to Claim 1 have therefore become moot.

#### **Claim 11**

Claim 11 of the present application sets forth an assembly. The claimed assembly includes a container. The container has an open top end of a predetermined maximum width. Also claimed as part of the assembly is an elastomeric cover element that is used to cover the open top end of the container. The cover element has an unstretched width that is smaller than the maximum width of the container's open top end. As such, the cover element must be elastically stretched to a stretched width greater than said maximum width of open top end of the container, in order to cover the open top end of the container. A plurality of openings are defined in the cover element. The openings are used to arrange flowers once the cover element is stretched over the open top end of the container.

The claimed structure of Claim 11 is not anticipated by the Aquino patent.

**The Aquino patent** discloses a cap to a container that holds flower stems. The cap is made from plastic around which is a rubber coating. (See words that are part of Fig. 3). Holes are formed in the interior plastic structure at different points. The rubber coating spans the holes and seals the holes until a flower is placed through the holes.

As applied to the wording of Claim 11, the Aquino patent does not disclose an elastomeric cover element. In the Aquino patent, the cover is made from rigid plastic. The plastic is coated with elastomeric material, however due to the base structure of plastic, the cap itself cannot be considered elastomeric or having elastomeric properties.

Claim 11 also claims a cover element having an unstretched width that is smaller than the width of the container it is to cover. As such, the cover element must be stretched to a

wider width that can receive the top of the container.

The Aquino discloses a plastic cap that is coated with rubber. The plastic cap is set in size and cannot be stretched to cover a container that is larger than the plastic

Accordingly, it is clear that the Aquino does not disclose the matter contained in Claim 11 of the present application. The 35 USC 102 rejection for Claim 11 and its dependent claims should therefore be withdrawn.

#### Claim 19

Claim 19 sets forth a method of preparing a vase for a floral arrangement. The method includes providing an elastomeric cover that contains a plurality of openings. The elastomeric cover, however, has a width that is less than the maximum width of vase it is to cover. The elastomeric cover is stretched over the open top of the vase, wherein the width of said elastomeric cover is elastically increased to a width greater than that of the open top of the vase.

As has been previously stated, the Aquino does not disclose an elastomeric cover. Rather, the Aquino patent discloses a plastic cap with a rubber coating. Furthermore, the Aquino patent does not disclose the method step of stretching an undersized cover into a larger shape that can be placed over the open end of a vase. Rather, the Aquino patent discloses a rubber coated plastic cap. The plastic cap has one set width that is larger than the opening of the container it covers. The plastic cap cannot be stretched to cover a container that is larger than the plastic cap.

Accordingly, it is clear that the Aquino patent does not disclose the matter contained in Claim 19 of the present application. The 35 USC 102 rejection for Claim 19 and its dependent claims should therefore be withdrawn.

#### Claim 22

Claim 22 is a new claim that sets forth a floral arrangement cover for a vase. The claimed cover has an elastic planar top surface in which are defined a plurality of openings. An



elastic peripheral wall extends downwardly from the planar top surface. Both the elastic planar top and the elastic peripheral wall are elastically stretchable to a stretched size where the peripheral wall can receive the open top of the vase therein. Once placed around the vase, the elastic planar top spans the open top of the vase and the peripheral wall engages the vase by contracting around its open top.

The Aquino patent does not disclose a vase cover with an elastic top surface. Rather, the Aquino patent merely shows a plastic cap that is coated with rubber. The Aquino patent does not disclose a vase cover with an elastic peripheral wall. Again, the peripheral wall shown in Aquino is plastic and is merely coated with rubber. Lastly, the Aquino patent clearly does not disclose a vase cover that is stretched over a vase and engages the vase by contracting around the top of the vase.

Accordingly, the matter of Claim 22 and its dependent claims is clearly distinguishable over the Aquino patent.

## **II. 35 USC 103 Rejections**

The Examiner has rejected Claims 8 and 16 under 35 USC 103 as being unpatentable over either Helgeson or Aquino in further view of U.S. Patent No. 2,876,587 to Saks.

Claim 8 depends from independent Claim 22. Claim 16 depends from independent Claim 11. Claim 22 and Claim 11 are distinguishable over either Helgeson or Aquino for the reasons previously presented. The Saks patent does not address the deficiencies of the Helgeson patent or the Aquino patent as applied to the wording of the independent claims. The Saks patent merely shows a plastic flower holder that is made of transparent plastic. The Saks patent makes no disclosure of an elastomeric cover for a vase that is stretched over a vase. Accordingly, the combination of Saks with either the Helgeson patent or the Aquino patent fails to disclose the matter claimed by the present invention.

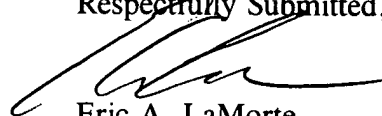
### **III. DRAWINGS**

The Official Draftsman's objections to the drawings have been noted. Formal drawings will be filed upon receipt of the Notice of Allowance for this application.

### **IV. SUMMARY**

Having fully distinguished the pending claims over the cited art, this application is believed to stand in condition for allowance. However, if the Examiner is of the opinion that such action cannot be taken, the Examiner is requested to call the applicant's attorney at (215) 321-6772 in order that any outstanding issues may be resolved without the necessity of issuing a further Office Action.

Respectfully Submitted,



Eric A. LaMorte  
Reg. No. 34,653  
Attorney For Applicant

LaMorte & Associates  
P.O. BOX 434  
Yardley, PA 19067  
(215) 321-6772